

# CREDIT APPLICATION

APPLICATION DATE

PHONE NUMBER

COMPANY NAME

FAX NUMBER

MAILING ADDRESS

SHIPPING ADDRESS

CITY STATE ZIP

CITY STATE ZIP

## PERSONS TO CONTACT REGARDING...

ORDERS	BILLING	ACCOUNTS PAYABLE

TYPE OF OWNERSHIP  Corporation  Partnership  Sole Proprietorship

# YEARS IN BUSINESS	FEDERAL TAX ID #	SOCIAL SECURITY #	* SALES TAX EXEMPTION #

\* Copy of certificate must be attached for Credit Application to be processed.

OWNER'S NAME	HOME ADDRESS(ES)

## BANK REFERENCE

BANK NAME

ACCOUNT NUMBER

ADDRESS

PHONE NUMBER

CITY STATE ZIP

CONTACT

I hereby authorize my bank to release the required information above to California Accent Lighting, Inc.

SIGNATURE DATE

References Attached

## TRADE REFERENCES (U.S. ONLY)

COMPANY NAME

PHONE NUMBER

MAILING ADDRESS

FAX NUMBER

CITY STATE ZIP

CONTACT

COMPANY NAME

PHONE NUMBER

MAILING ADDRESS

FAX NUMBER

CITY STATE ZIP

CONTACT

COMPANY NAME

PHONE NUMBER

MAILING ADDRESS

FAX NUMBER

CITY STATE ZIP

CONTACT

Credit application must be signed by an officer of the company in order to be processed. See following page for payment terms OAC. Customer will be liable for any costs incurred by California Accent Lighting, Inc. for collection of any past due amounts. 2% interest per month will be charged on past due accounts (APR 24%).



CALIFORNIA ACCENT LIGHTING, INC.  
2034 E. Lincoln Ave. #431, Anaheim, CA 92806  
ph. 800.921.CALI (2254) or 714.535-7900 \ fx. 714.535.7902  
info@calilighting.com \ calilighting.com

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# TERMS AND CONDITIONS OF SALE

**1. APPLICABILITY OF CONDITIONS** The terms and conditions herein shall apply to the purchase order or contract identified. Such terms and conditions are in lieu of any provisions, terms or conditions on purchase orders or other contractual documents issued to California Accent Lighting, Inc. (CALI) by Buyer which are in any way inconsistent with, modify or add to the provisions herein unless specific agreement on any variation or addition is obtained in writing and signed by an authorized representative of CALI. The terms and conditions set forth herein and the provisions of such purchase order consistent herewith, shall constitute the entire contract between the parties and supersede any and all prior agreements, communications and understandings, oral or written.

**2. PAYMENT TERMS** Payment of the total invoice is due Prepay unless a Credit Application has been accepted and approved by California Accent Lighting, Inc. (CALI). If the Credit Application submitted to CALI has been approved, the total invoice is Net-30 days after the invoice date, payable in U.S. dollars to CALI. For existing customers, no orders will be sent to production when their account is 45 days past due, or their account balance and incoming orders exceeds the credit limit. New and existing customers with orders greater than \$10,000 require a 50% deposit before the order can be processed and sent to production.

**3. COMMENCEMENT OF PERFORMANCE** CALI may commence performance of the work under such purchase order in order to meet delivery or other requirements but such performance shall not constitute acceptance of any provision of such purchase order to which CALI takes written exception or which conflicts with any provision contained herein. Since CALI may, as an accommodation to Buyer, begin incurring costs associated with this order, Buyer is requested to respond as soon as possible if any part of this acknowledgement is not accepted. Failure to respond within ten (10) days will be conclusively deemed to be acceptance.

**4. CATALOG AND PRICE LIST ERRORS** We make every effort to avoid errors in catalogs, price list, and forms. We will not accept responsibility or labor charge-back in connection with errors such as; measurements, press, description, etc.

**5. FREIGHT, INSURANCE, EXPORTER'S CHARGES, DUTIES (\$50 Minimum Freight Charge)** All transportation costs, exporters charges, and insurance are the responsibility of the Buyer. CALI will either (a) add these charges to the prices specified herein, (b) add these charges to CALI's invoices as separate items, or (c) ship with charges to be collected by the carrier or exporter, whichever procedure buyer timely directs. In the absence of timely direction, CALI's choice of procedure will be conclusively deemed to be acceptable to Buyer. Export/Import documentation and duties are the responsibility of the Buyer.

**6. FREIGHT TERMS** a) Standard freights terms are F.O.B. factory; "prepay and charge", and ownership transfers upon signature of shipper's bill of lading. b) Prepay shipping charges will be added to the invoice. Claims for freight related damages and shortages of packages should be made to the carrier. This includes orders that have been quoted with freight expenses. c) Shipping dates given by CALI are estimates only, and should not be considered as a fixed or guaranteed date. d) CALI will not be responsible for any damages, penalties or back charges of any kind, resulting from delayed shipments or its inability to ship by the acknowledge shipping date. **GOODS CANNOT BE RETURNED FOR FAILURE TO MEET ESTIMATED DELIVERY DATES.**

**7. TAXES** Prices stated are prices net of any taxes applicable to the goods sold in addition to the charges indicated in such purchase order, Buyer shall pay CALI the amount of any tax, other than a tax measured by the income of CALI, imposed upon CALI, or upon Buyer with an obligation for CALI to collect the amount thereof from Buyer, as a result or in connection with performance of such purchase order by CALI.

**8. TITLE** Title and risk of loss for products furnished by CALI shall pass to Buyer upon delivery to a common carrier, or other delivery as directed by Buyer, at CALI's plant.

**9. WARRANTY** (a) These provisions constitute a part of the consideration for the products, services, both to be furnished by CALI, and set forth the entire agreement with respect to warranties and the remedies for their breach. No other agreements, written or oral, shall constitute warranties of any nature nor create remedies. CALI's warranties as set forth herein are exclusive and are in lieu of all other warranties, expressed or implied, including, without limitation, any implied warranties of merchantability or of fitness for a particular purpose. These provisions shall be interpreted and applied in accordance with the laws of the State of California, U.S.A. (b) CALI hereby warrants that at the time of delivery, in accordance with our stated 2 year warranty period the products or services shall conform to their description in agreed upon specifications, drawings or both, and shall be free from defects in material and workmanship. (c) The sole and exclusive remedies provided by these warranties are the obligations undertaken by CALI in this paragraph. Defective products covered by and within the 2 year warranty shall be repaired, reworked, or replaced as determined by CALI. The liability of CALI under this warranty is limited to replacing, reworking, or repairing such products in which there are defects. CALI's obligation hereunder do not include any responsibility of the costs occasioned by removal, transportation, or reinstallation of such products, nor any rights, claims, or remedies with respect to direct damage, loss of use, lost profits, or other secondary or consequential damage of any kind, however occasioned. CALI's

total obligation under this warranty is limited to the original purchase price of the products or services found to be defective within the terms of this warranty. (d) This warranty shall not apply unless all of the following conditions are met: (1) CALI is notified in writing promptly upon discovery of the defects by Buyer, (2) The defective product is returned, freight prepaid, to CALI, (3) Either the written notification or the defective product is received by CALI within the warranty period. (4) CALI examination of the product discloses, to its satisfaction, that the defects have not been caused by accident; improper handling, storage or installation; neglect; misuse; alteration; repair or attempted repair by anyone other than CALI.

**10. EXCUSABLE DELAY** CALI shall not be responsible for any failure to perform due to causes beyond its control. These causes shall include but not be restricted to fire, storm, flood, accident, earthquake, explosion, acts of public enemy, war, sabotage, quarantine, restrictions, failure of vendors to make timely deliveries, labor shortages, transportation embargos, or failure or delays in transportation, inability to secure raw materials or machinery for the manufacture of its devices, acts of God, acts of the Federal Government or any agency thereof, acts of any state or local government or agency thereof, and judicial action.

**11. RETURNS, RESTOCKING & ORDER CANCELLATION** a) The purchaser must receive a Return Materials Authorization (RMA) number, using CALI's standard form. b) Return of defective products will be accepted only within 30 days of RMA date. c) RMA number must be shown on the exterior of the package. A packing slip must be supplied with a copy of the approved RMA. d) Unauthorized returns will not be accepted. e) Returned goods are subject to inspection to identify CALI's liability in order to repair or replace. f) Restock charges apply, unless waived in writing. Products shipped to a customer (or distributor) may be allowed to be returned, under the following conditions. In all cases, the returned products shall be subject to inspection by CALI and credit, if any, shall be allowed only for those products returned in a "new" condition. All authorized returns shall be allowed a CREDIT only against future orders. In no case shall funds be returned to the buyer. Products may be returned only with the prior permission of CALI. Returns may be authorized in writing. Each return shall include the CALI RMA (Return Material Authorization) Number. The RMA Number shall be obtained by phoning or writing to CALI stating the reason for the return, the original purchase order number, and the quantity to be returned.

**RETURNS** Products returned may receive a partial credit at the sole option of CALI. Products returned after 60 days from shipment shall not receive a credit.

**ORDER CANCELLATION** Products are not eligible for cancellation after receipt of order. Any products returned to CALI without prior authorization (RMA Number) shall be subject to return to the buyer, freight collect. All returned products shall be shipped freight prepaid. The determination of the condition of returned products and the credit allowed, if any, shall be made by CALI only and the decision of CALI shall be final.

**12. CONTROL OF INFORMATION** Data (including Designs, Drawings, Reports or other information) furnished by either party in connection with such purchase order and identified as proprietary, restricted, or limited rights data shall not be disclosed by the receiving party outside of its own organization without the prior written consent of the furnishing party except to the extent that such data is otherwise available to the receiving party on a less restricted basis or is in the public domain or where the information is utilized to make sales directly or indirectly; to the U.S. Government or when the U.S. Government has the right to use the data.

**13. INDEMNIFICATION AND INSURANCE** If Buyer's agents, employees or subcontractors enter upon premises occupied or under the control of CALI or any of its customers or supplies in the course of the performance of the Purchase Order, Buyer shall indemnify and hold CALI harmless from and against any suits, liabilities, losses, damages, claims, causes of action and expense (including attorney's fees arising out of or connected with any act or omission of Buyer and its agents, employees or subcontractors).

**14. DISPUTES** Any controversy or claim arising out of or relating to this Agreement or breach thereof, shall be settled by arbitration in Los Angeles, California, by the decision of an arbitrator(s) may be entered in any court having jurisdiction thereof. The expenses of such arbitration shall be allocated between Buyer and CALI as the arbitrator(s) shall decide. The decision of the arbitrator(s) shall be binding upon both parties of this Agreement.

**15. APPLICABLE LAW** This contract shall be construed and interpreted in accordance with the laws of the State of California.

Signature:

Date:



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